

**TERMS AND CONDITIONS OF EMPLOYMENT FOR THE
UNDESIGNATED MISCELLANEOUS CITY EMPLOYEES UNIT
EFFECTIVE THE FISCAL YEARS OF 2020-2021, AND 2021-2022**

ARTICLE 1: PREAMBLE

This agreement, pursuant to the State of California Government Code Section 3500 et seq., entered into by the City of Clayton, hereinafter referred to as "City", and its Undesignated Miscellaneous City Employees, hereinafter referred to as "Unit", is hereby effective 01 July 2020 through 30 June 2022.

It is the intent and purpose of this document to set forth the understanding and agreement of the parties reached as a result of meeting and consulting in good faith regarding, but not limited to, matters relating to wages, hours, and terms and conditions of employees represented by the Unit. Any and all other employment matters not contained in this document are applicable as found in the City's "Personnel System and Guidelines" dated March 1993.

ARTICLE 2: GROUP DESCRIPTION

The following job classifications are members of this Unit for purposes of the agreements in this document:

Job Classifications

Accounting Technician
Administrative Assistant/Code Enforcement Officer
Assistant to the City Manager
Chief of Police
City Clerk/HR Manager
Community Development
Director Finance Director
Maintenance Supervisor
Senior Maintenance Worker
Maintenance Worker II
Maintenance Worker I
Assistant Planner
Police Administrative Clerk
Police Office Coordinator

Some classifications are considered "at-will". The City Manager may terminate employment at any time. The classifications in this category include: Chief of Police, Finance Director, Assistant to the City Manager, Community Development Director and City Clerk/HR Manager. Because these positions work at the will of the City Manager, they do not serve a probationary period. This paragraph is declaratory of existing rights and status, as has been previously memorialized in the City's Employee Handbook for many years.

ARTICLE 3: PERSONNEL FILES

The City's secured personnel files, maintained in the City offices, are not subject to public inspection. Any employee has the right to inspect their own personnel file. An employee has the right, in accordance with law, to respond in writing to anything contained or placed in their own personnel file and any such response(s) shall become part of their personnel file.

ARTICLE 4: WORK HOURS AND PAYROLL CYCLE

The work period (hours) for classifications and corresponding compensation in this Unit will be 40 work hours in a 7-day work period, paid bi-weekly every 14 days.

Any employee in this Unit scheduled to regularly work less hours than the defined work period shall receive a corresponding pro-rated portion of the monthly compensation and employee benefits outlined in Articles 5, 6 and 8 below.

ARTICLE 5: COMPENSATION

Section 5.1 Wages

A. Effective 01 July 2020, the monthly base salary ranges for the following job classifications shall be:

Administration				A	B	C	D	E
Assistant to the City Manager	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$6,910.51	\$7,256.03	\$7,618.84	\$7,999.78	\$8,399.77
			Hourly	\$39.87	\$41.86	\$43.95	\$46.15	\$48.46
			Annually	\$82,926.11	\$87,072.41	\$91,426.04	\$95,997.34	\$100,797.20
City Clerk	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$6,120.93	\$6,426.98	\$6,748.32	\$7,085.74	\$7,440.03
			Hourly	\$35.31	\$37.08	\$38.93	\$40.88	\$42.92
			Annually	\$73,451.14	\$77,123.70	\$80,979.89	\$85,028.88	\$89,280.32
Finance				A	B	C	D	E
Finance Director	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$9,290.17	\$9,754.68	\$10,242.41	\$10,754.53	\$11,292.26
			Hourly	\$53.60	\$56.28	\$59.09	\$62.05	\$65.15
			Annually	\$111,482.04	\$117,056.15	\$122,908.95	\$129,054.40	\$135,507.12
Accounting Technician	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$4,796.28	\$5,036.10	\$5,287.90	\$5,552.30	\$5,829.91
			Hourly	\$27.67	\$29.05	\$30.51	\$32.03	\$33.63
			Annually	\$57,555.38	\$60,433.15	\$63,454.80	\$66,627.54	\$69,958.92
Office Assistant/Code Officer	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$3,993.26	\$4,192.92	\$4,402.57	\$4,622.70	\$4,853.83
			Hourly	\$23.04	\$24.19	\$25.40	\$26.67	\$28.00
			Annually	\$47,919.13	\$50,315.09	\$52,830.85	\$55,472.39	\$58,246.01
Maintenance				A	B	C	D	E
Maintenance Supervisor	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$5,833.66	\$6,125.34	\$6,431.61	\$6,753.19	\$7,090.85
			Hourly	\$33.66	\$35.34	\$37.11	\$38.96	\$40.91
			Annually	\$70,003.87	\$73,504.06	\$77,179.27	\$81,038.23	\$85,090.14
Maintenance Senior	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$4,813.08	\$5,053.74	\$5,306.42	\$5,571.74	\$5,850.33
			Hourly	\$27.77	\$29.16	\$30.61	\$32.14	\$33.75
			Annually	\$57,756.97	\$60,644.82	\$63,677.06	\$66,860.91	\$70,203.96
Maintenance Worker I	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$3,984.02	\$4,183.22	\$4,392.38	\$4,612.00	\$4,842.60
			Hourly	\$22.98	\$24.13	\$25.34	\$26.61	\$27.94
			Annually	\$47,808.26	\$50,198.67	\$52,708.60	\$55,344.03	\$58,111.24
Maintenance Worker II	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$4,393.09	\$4,612.75	\$4,843.38	\$5,085.55	\$5,339.83
			Hourly	\$25.34	\$26.61	\$27.94	\$29.34	\$30.81
			Annually	\$52,717.10	\$55,352.95	\$58,120.60	\$61,026.63	\$64,077.96
Planning				A	B	C	D	E
Community Development Director	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$9,290.17	\$9,754.68	\$10,242.41	\$10,754.53	\$11,292.26
			Hourly	\$53.60	\$56.28	\$59.09	\$62.05	\$65.15
			Annually	\$111,482.04	\$117,056.15	\$122,908.95	\$129,054.40	\$135,507.12
Planning Assistant	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$5,995.03	\$6,294.78	\$6,609.52	\$6,940.00	\$7,287.00
			Hourly	\$34.59	\$36.32	\$38.13	\$40.04	\$42.04
			Annually	\$71,940.40	\$75,537.41	\$79,314.29	\$83,280.00	\$87,444.00
Police				A	B	C	D	E
Chief of Police	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$10,079.63	\$10,583.61	\$11,112.79	\$11,668.43	\$12,251.85
			Hourly	\$58.15	\$61.06	\$64.11	\$67.32	\$70.68
			Annually	\$120,955.53	\$127,003.30	\$133,353.47	\$140,021.14	\$147,022.20
Police Administrative Clerk	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$3,993.26	\$4,192.92	\$4,402.57	\$4,622.70	\$4,853.83
			Hourly	\$23.04	\$24.19	\$25.40	\$26.67	\$28.00
			Annually	\$47,919.13	\$50,315.09	\$52,830.85	\$55,472.39	\$58,246.01
Police Office Coordinator	Undesignated Miscellaneous City Employee	Effective 7/1/20	Monthly	\$4,512.37	\$4,737.99	\$4,974.89	\$5,223.63	\$5,484.81
			Hourly	\$26.03	\$27.33	\$28.70	\$30.14	\$31.64
			Annually	\$54,148.42	\$56,855.84	\$59,698.63	\$62,683.57	\$65,817.74

1. Police Chief received a 1.1% CPI and 1.9% Market Adjustment in FY 2020-2021
2. Assistant Planner did not receive any adjustment in FY 2020-2021 due to already above market median
3. All other classifications received a 1.1% CPI and 1.0% Market Adjustment for FY 2020-2021

B. Effective 01 July 2021 the monthly base salary ranges for the job classifications in this unit shall be increased by the San Francisco-Oakland-Hayward, CA, CPI-U April to April 12-month percent changes, all items index, not seasonally adjusted plus a 1% market adjustment. The combined increase shall be no more than 2.25% and no less than 2.0%.

Employees who have not yet reached Step E for their respective classifications may be eligible for a merit step increase once yearly on their annual salary anniversary dates. Eligibility is contingent on above satisfactory evaluation, and such merit step increase must be approved in writing by the City Manager. In no event shall a merit step increase be earned or granted beyond Step E or the expiration date of this Agreement.

ARTICLE 6: MEDICAL, DENTAL, AND LIFE/ACCIDENTAL DEATH/ DISMEMBERMENT INSURANCE

Section 6.1 City Contribution to Medical and Dental Insurance Premiums

The maximum monthly City premium contribution for medical and/or dental insurance coverage for regular, full-time members of this Unit shall be paid by the City in accord with the following employee subscription enrollment schedule.

A. The City's maximum premium contribution to employee-enrolled medical and dental insurance coverage shall be as follows:

1. Medical Insurance (thru CalPERS' Public Employees' Medical and Hospital Care Act). The City's maximum monthly co-pay contribution specified below is benchmarked to the least costly medical insurance premium offered between Blue Shield Net Value HMO or Kaiser Permanente plans. Should a member of this Unit elect to enroll in a CalPERS medical insurance plan with a corresponding monthly premium higher than the least costly premium between the two medical plans listed above, the employee is responsible for 100% of the added premium cost above the least costly plan's premium for each of the enrollment options noted below:

1. Employee Only enrollment: City pays 100% of the selected Plan premium.
2. Employee + 1 Dependent enrollment: City pays 100% of the selected Plan premium for the Employee Only and 50% of additional premium expense for the one (1) Dependent.
3. Employee + Family enrollment: City pays 100% of the selected Plan premium for the Employee Only and 59.375% additional premium expense for the Family,

2. Dental Insurance (thru the Municipal Pooling Authority's Delta Dental Health Care Employees/Employers Dental Trust):

1. Employee Only enrollment: City pays 100% of the Plan premium.
2. Employee + 1 Dependent: City pays 100% of the Plan premium for the Employee Only and 46.8% of additional premium expense for the 1 Dependent.
3. Employee + Family: City pays 100% of the Plan premium for the

Employee Only and 60.94% of additional premium expense for the Family.

Proration of the above City premium contributions for permanent part-time eligible employees shall be calculated and applied based on said employee's percentage of regularly-scheduled work hours as to a regularly-scheduled forty (40) hours work week, (e.g. an employee scheduled to work 24 hours per work receives sixty (60) percent of the City's premium contribution).

Section 6.2 Life/Accidental Death/Dismemberment Insurance

The City will contract and pay the full premium to enroll each permanent full-time and part-time employee in a \$50,000 face amount life insurance policy and a \$50,000 Accidental Death and Dismemberment Insurance coverage.

Section 6.3 Short Term and Long Term Disability Insurance

The City shall provide and pay for short term (STD) and long term disability (LTD) insurance(s) on behalf of each employee of this Unit for the purpose of providing contracted levels of continued compensation in the event of an off-duty illness or injury.

ARTICLE 7: EMPLOYEE RETIREMENT PENSION SYSTEM

The City is a member of the California Public Employees' Retirement System, hereinafter referred to as "CalPERS". All regular full-time and regular part-time employees of this Unit are required by contract and corresponding law to be participating members of this retirement system.

Section 7.1 Tier I "Classic" Existing City Employees as of 30 June 2010

By contract, the City and its eligible employees of this Unit are members of the 2% at age 55 Miscellaneous Employees CalPERS retirement system. The City shall pay the entire required Employer CalPERS rate and share for this Miscellaneous Retirement System and all increases in rate thereof during the term of this Agreement, including any costs of administration. In addition, the City shall pay 100% of the current 7% Employee CalPERS fixed rate and share for members of this Miscellaneous Retirement System.

Section 7.2 Tier II Retirement System for "Classic" Employees

By contract, all regular full-time and regular part-time employees of this Unit hired on or after 01 July 2010 are required to be participating members in the California Public Employees' Retirement System ("CalPERS"). In addition, any new City employees hired after that date but deemed "Classic" CalPERS members due to enrollment and active participation in a CalPERS pension system through another CalPERS public agency, as defined by state law, shall become members of the City's Tier II CalPERS plan. The City shall contract with CalPERS and enroll eligible employees in this hiring category in the CalPERS "2% at age 60" Miscellaneous Retirement System.

The City shall pay the entire required Employer CalPERS rate for this "2% at age 60" retirement system and all increases in the rate thereof, and the employee shall pay 100% of the entire required Employee CalPERS fixed rate. For purpose of calculating eligible retirement pension, the 2% at 60 Plan shall be the average of the highest 3 years of eligible compensation paid to the employee.

Section 7.3 Tier III Retirement System for New Members of this Unit

By contract, all regular full-time and regular part-time employees of this Unit hired on or after 01 January 2013 that are CalPERS "new" members as defined by statute shall become members of the City's Tier III CalPERS plan. The City shall contract with CalPERS and enroll eligible employees in this hiring category in the CalPERS "2% at age 62" Miscellaneous Retirement System.

The City and employee enrolled in this CalPERS plan shall each pay fifty percent (50%) of the "normal cost rate", as defined in the Public Employees' Pension Reform Act (PEPRA), and as calculated by CalPERS. The "normal cost rate" is subject to annual change as ordered by CalPERS.

ARTICLE 8: HOLIDAYS AND LEAVES

Section 8.1 Eligibility for Paid Leaves

Permanent employees of this Unit regularly scheduled to work less than an average eighty (80) hour bi-weekly pay period will earn each paid leaves at a rate proportionate to their number of bi-weekly regularly scheduled work hours.

Section 8.2 Holiday Leave

Permanent regular employees of this Unit shall receive the following eleven (11) 8-hour days of paid holiday leave each calendar year:

New Year's Day	Martin Luther King, Jr. Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve
	Christmas Day

Holidays falling on non-work days will be observed on the nearest regular work day. Non-exempt employees must be in a paid status the day before or day following a paid holiday (or be on a pre-approved paid leave) in order to earn the paid holiday.

Section 8.3 Personal or "Floating" Leave

In addition to the holidays listed under Section 8.2, all members of this Unit shall receive twenty-four (24) hours of paid Personal Leave in each fiscal year. Said leave hours will be

credited on July 1st of each year and shall be taken at the employee's discretion, with the advance consent of their supervisor. If one's Personal Leave hours are not used or exhausted by the end of the fiscal year (June 30th), the remaining hours are forfeited. Permanent regular employees working less than a 40-hour work week shall receive paid Personal Leave hours on a pro-rata basis based on their number of regularly scheduled work hours per week. Unused Personal Leave is not compensable on separation of City employment.

Section 8.4 Vacation Leave

Permanent regular employees of this Unit shall be entitled to earn annual paid vacation leave with pay. Vacation leave credit for a 40-hour work week employee shall be accrued on the following basis:

1. Month 1 through Month 24:	6.67 hours per month
2. Month 25 through Month 48:	8.00 hours per month
3. Month 49 through Month 96:	10.00 hours per month
4. Month 97 through Month 180:	13.33 hours per month
5. Month 181 and thereafter:	16.67 hours per month

- B. Vacation leave credit for permanent regular employees working less than a 40- hour week shall be credited as in Section "A" above on a pro-rata basis based upon the number of hours regularly scheduled to work per week.
- C. Vacation leave may be used as earned, subject to the advance approval of one's department manager, based on staffing requirements.
- D. Vacation leave may only be used in increments of one-quarter (0.25) hour or more.
- E. Vacation leave may be accrued to a maximum number of hour's equivalent to eighteen (18) times one's current monthly accrual rate.
- F. Upon leaving City employment, the employee will be paid for all accrued, unused vacation leave.
- G. An employee may elect once per fiscal year to convert accrued vacation leave hours into accrued sick leave hours before the end of the fiscal year, at a conversion rate of one (1) hour of accrued vacation into one-half (0.5) hour of sick leave, provided the employee's accrued vacation leave balance exceeds their annual vacation leave accrual specified in sub-section "A" above at the time of conversion.
- H. An employee may elect to convert 40 hours of accrued vacation leave per calendar year in accordance with the "Leave Sell-Back" Administrative Policy. Election for participation in the program shall occur no later than 60 days prior to the start of the new calendar year. The cash-out period shall generally occur 12 months after the election. At the time of cash out, the employees' vacation leave balance may not fall below 40 hours after participation in this program.
- I. The City Manager may assign FLSA Exempt classifications an accrual rate

commensurate with their experience, not to exceed the maximum accrual rate above.

Section 8.5 Sick Leave

- A. Paid sick leave is earned at the rate of eight (8) hours for each month worked.
Permanent regular employees working less than a 40-hour work week shall earn paid sick leave hours on a pro-rata basis based on their number of hours regularly scheduled to work per week.
- B. Maximum accrual of sick leave is limited to nine-hundred sixty (960) hours of unused leave.
- C. Unused sick leave shall not be paid off in cash upon separation from City employment.
The City contracts with CalPers for retirement benefits and is subject to Section 20965 – Credit for Unused Sick Leave.
- D. Up to twenty-four (24) hours of accrued sick leave may be used by an employee to attend a funeral of close family members, with the approval of the City Manager.
- E. Employees may use accrued sick leave for non-work-related disabilities or illnesses up to the effective or commencement date of short-term or long-term disability benefits or as otherwise required by law.
- F. A physician's report may be required by one's department manager for extended periods of sick leave usage by an employee in this Unit, or if in the determination of the City Manager, the employee exhibits greater than average, or unusual patterns or circumstances in their use of sick leave.
- G. Employees unable to return to work within six (6) months of the date of disability (whether work or non-work-related) may be separated from City employment, unless an extension is approved by the City Manager, and except as otherwise restricted by state or federal law.
- H. Employees who have accumulated two-hundred forty (240) hours or more of accrued sick leave may be credited, at the employee's written request, with two (2) additional vacation leave hours for each consecutive three (3) month period in which no paid sick leave was used by the employee.

Section 8.6 Management Leave

In lieu of earning overtime or compensatory time off, FLSA Exempt managers (as designated by the City Manager) will be granted up to a maximum of one-hundred twenty (120) hours of paid management leave each fiscal year. The amount available to each management employee may vary, at the discretion of the City Manager. Management leave hours will be credited to the designated manager's leave time account at the commencement of each fiscal year in the total number of hours granted by the City Manager to that employee. Management leave must be used within the fiscal year in which it is earned, and unused leave will not be paid in cash or any other form of compensation upon separation from City employment.

ARTICLE 9: OVERTIME

Section 9.1 Regular Overtime

The City will compensate eligible non-exempt employees for each one- quarter hour (0.25) of overtime worked at the rate of one and one-half times (1.5) the employee's regular rate of pay including applicable FLSA-required compensation. Overtime is defined as hours worked in excess of 40 hours per 7-day work period or hours worked in excess of a regularly-scheduled shift (double counting not permitted). Employees working partial or reduced schedules will not be eligible for overtime until their hours worked exceed the regular work hours noted in Article 4. Authorization of the employee's supervisor must be obtained prior to the working of overtime hours, except in emergency situations. Compensation for overtime shall be in the form of cash payment, or if requested by the employee and approved by their supervisor, in the form of compensatory time off (CTO) that shall also accrue at the rate of one and one-half (1.5) times the actual overtime hours worked.

For purposes of calculating overtime and compensatory time, all City-paid vacation, sick, or CTO leave shall be considered as hours worked.

Section 9.2 Compensatory Time Off

A maximum of one hundred (100) hours of compensatory time off (CTO) may be accrued by each non-exempt employee of this Unit. Compensatory time off may be approved upon written request of the employee filed at least three (3) days in advance with the appropriate supervisor. Employee requests to utilize accrued CTO time will be granted within a reasonable time of the request unless granting it would unduly disrupt operations. Accrued unused CTO is compensable on separation of City employment.

ARTICLE 10: BILINGUAL PAY

The City has the sole and exclusive right to determine and designate which Employees, and how many Employees, are eligible to receive bilingual pay of \$75.00 per month. Designated Employees will be required to demonstrate conversational fluency in a language (e.g. Spanish) as determined by the City Manager based on community/public needs and organizational usage. The City may administer a competency test to certify fluency of the Employee in the designated language. Any such certification shall be a condition prior to Employee qualifying for monthly bilingual pay.

ARTICLE 11: AUTOMOBILE ALLOWANCE

Certain employees' duties require that each have continuously available transportation for City business or work-related purposes. Each employee position designated below shall provide an operable personal vehicle for use for normal business and personal use. The Employer agrees to provide each designated employee with a monthly automobile allowance as specified below:

<u>Position</u>	<u>Monthly Auto Allowance</u>
Chief of Police	\$400.00
Community Development Director	\$345.00
Assistant to the City Manager	\$345.00

Each employee shall be responsible for all operation expenses, maintenance expenses, repair expenses, replacement cost and insurance for the personal automobile used for this purpose. Employee shall at all times maintain adequate insurance for the automobile and shall inform his/her insurer that the automobile is used for City business and personal purposes. Each employee shall maintain and provide to the City a valid Certificate of Insurance demonstrating comprehensive automobile liability coverage for the vehicle used and naming the City of Clayton as an additional insured on the applicable insurance policy.

ARTICLE 12: CHIEF OF POLICE PROVISIONS


The Chief of Police serves as a sworn "at-will" position within this unit. Unique provisions that apply to the Chief of Police classification but not others in this unit are set forth Exhibit A.

ARTICLE 13: TERM OF AGREEMENT

Except as indicated herein, this Agreement shall be effective commencing 01 July 2020 and continue up to and through 30 June 2022.

IN WITNESS THEREOF, this Agreement is entered into by the following authorized representatives this 30th day of September 2014, pursuant to the provisions of CA Government Code Section 3500, et. seq. for presentation to and adoption by the City Council of Clayton, California.

CLAYTON UNDESIGNATED MISCELLANEOUS CITY EMPLOYEES (UNIT)

By: 
Elise Warren, Unit Representative

By: 
Laura Hoffmeister, Unit Representative

CITY OF CLAYTON, CA (CITY)

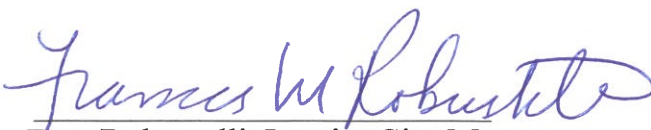
By: 
Fran Robustelli, Interim City Manager

EXHIBIT A: Benefit Provisions particular to the Chief of Police

Uniform Allowance – A uniform allowance shall be provided in accordance with Section 7.3 of the POA MOU. The current benefit level includes the amount of \$900 per year shall. This amount shall be paid in two equal installments of \$450 per fiscal year. The City shall purchase the initial Chief of Police uniform and the second-half allowance of \$450 in the first year of employment shall be pro-rated based on the time of appointment within the fiscal year.

In-lieu Health Benefits – In lieu of enrollment in the City’s Medical and Dental plans, and upon providing proof of coverage, the City will contribute and deposit two-hundred and twenty-five dollars (\$225.00) per month to and into a deferred compensation plan of employees’ choice provide said deferred compensation plan is presently offered by and available through the City. Should the employee elect at any time during City employment to enroll in a City medical or dental plan or if the City employment is terminated, this in-lieu amount ceases on that date of participation or employment event.

Peace Officers Procedural Bill of Rights – The City shall observe statutory rights conferred on the Chief of Police in accordance with California law.

Severance Provisions – If the Chief of Police is asked to resign or otherwise separated involuntarily, then in exchange for full releases and waivers of all claims (in a form prepared by the City Attorney), the Chief of Police is eligible for and the City Manager may provide the Chief of Police with severance benefits not to exceed three (3) months of salary.

Retirement Benefits – The Chief of Police receives the applicable CalPERS local safety retirement plan based on the City’s CalPERS contract and the employee’s membership status as defined by statute.